



EMPLOYMENT TRIBUNALS

Claimant

Mr P Murray

Respondent

BCQ Group Limited

v

Heard at: Bury St Edmunds (by CVP)

On: 19 March 2021

Before: Employment Judge Bloom

Appearances

For the Claimant: In person

For the Respondent: Mr C Knowles, Managing Director

COVID-19 Statement on behalf of Sir Keith Lindblom, Senior President of Tribunals

This has been a remote hearing on the papers which has not been objected to by the parties. The form of remote hearing was by Cloud Video Platform (V). A face to face hearing was not held because it was not practicable during the current pandemic and all issues could be determined in a remote hearing on the papers.

JUDGMENT

The Claimant's Claims for Unlawful Deduction of Wages fail and are dismissed.

REASONS

1. This Hearing was conducted via CVP. The Claimant appeared in person and the Respondents were represented by their Managing Director, Mr Knowles.
2. I heard detailed representations from both parties. Unfortunately, neither party had emailed to the Tribunal relevant payslips which would have proved to be of assistance to me in determining the merits or otherwise of the Claim. However, helpfully, both parties read out relevant extracts to me and on that basis I was able to make a decision.
3. The Claimant was employed by the Respondent as an Account Manager between 25 August 2019 and the effective date of termination of his employment on 31 July 2020. The Claimant's employment, unfortunately,

came to an end by reason of redundancy as a result of a financial downturn in the Respondent's business following the lockdown in 2020, as a result of the Coronavirus pandemic. Notice of termination was given to the Claimant on 21 May 2020. He was entitled to one week's notice or one week's pay in lieu of notice. Rather than provide him with one week's notice, the Respondent decided as a gesture of goodwill to the Claimant, to provide him notice which expired at the end of July 2020. During that period he was expected to take any outstanding accrued leave.

4. Having considered the information relating to the payslips provided to the Claimant by the Respondent at the end of his employment, I am satisfied that the correct amount of notice pay was paid to him. He was on furlough pay throughout the period 21 May – 31 July 2020 at 80% of his gross basic pay. However, for one week of that period the Respondent topped it up by an extra 20% to cover the one week's pay in lieu of notice. He was also paid his full pay during that period for accrued outstanding holiday. Having discussed those matters, it appeared to me that the Claimant understood, in fact, that he had been paid the correct sums due.
5. I am so satisfied that the Claimant has been paid the correct sums due to him and on that basis his claim for Unlawful Deduction of Wages fails and is thereby dismissed.

31 March 2021

Employment Judge M Bloom

Sent to the parties on: 6/4/2021

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For the Tribunal Office